

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION (DAYTON)**

|                           |   |                                     |
|---------------------------|---|-------------------------------------|
| SASC, LLC,                | : | Case No. 3:23-cv-00083              |
|                           | : |                                     |
| Plaintiff,                | : | District Judge Thomas M. Rose       |
|                           | : | Magistrate Judge Caroline H. Gentry |
| vs.                       | : |                                     |
|                           | : |                                     |
| SCHOOL SUPPLY CONNECTION, | : |                                     |
| INC., <i>et al.</i> ,     | : |                                     |
|                           | : |                                     |
| Defendants.               | : |                                     |

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**ORDER**

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Currently pending before the Court are the following motions: Agreed Motion to Stay Pending Completion of Inventory and Second Mediation Session (“Agreed Motion to Stay,” Doc. No. 103); Agreed Motion to Temporarily Permit Access to Attached Personal Property (“Agreed Motion to Permit Access,” Doc. No. 104); and Agreed Motion to Waive Bond Requirement for Order of Attachment (“Agreed Motion to Waive Bond,” Doc. No. 105; *see also* Notice of Submitting Amended Proposed Order, Doc. No. 106) (collectively referred to as “Agreed Motions”).<sup>1</sup>

For the reasons stated by the parties, and for good cause shown, the Court  
**GRANTS** the Agreed Motions.

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<sup>1</sup> Counsel for Defendants School Supply Connection, Inc., Timothy Peyton, and Aplus Science filed the Agreed Motion to Stay (Doc. No. 103) and the Agreed Motion to Permit Access (Doc. No. 104). In those Motions, however, Defendants’ Counsel stated only that “Plaintiff, SASC, LLC, d/b/a Activate Learning (‘Plaintiff’) and Defendants, School Supply Connection, Inc. (‘School Supply’) and Timothy Peyton (collectively, ‘Defendants’)” agreed to the requests outlined in those motions. (Doc. No. 103, PageID 3161; Doc. No. 104, PageID 3166.) The Court presumes that Defendant Aplus Science was inadvertently omitted from the list of consenting Defendants, and that all Defendants consent to the Agreed Motions.

With respect to the Agreed Motion to Stay (Doc. No. 103), the Court **ORDERS:**

1. This litigation is temporarily **STAYED** for 120 days pending completion of the inventory of the property at issue and while the parties participate in settlement negotiations;
2. The parties shall file a joint status report **every thirty days** while the case is stayed;
3. Plaintiff shall have the right to request a lift of the stay if Defendants fail to complete the inventory by November 15, 2024, unless the parties agree to extend the inventory-completion deadline;
4. The parties shall promptly notify the Court when they have either resolved the case or determined that they intend to proceed with litigation; and
5. The parties shall participate in a **Preliminary Pretrial Conference with Judge Rose by telephone on Tuesday, January 14, 2025 at 10:00 a.m.**

With respect to the Agreed Motion to Permit Access (Doc. No. 104), the Court

**ORDERS:**

1. Defendant School Supply Connection shall be granted limited, temporary access to the property that is presently attached under this Court's April 3, 2023 Opinion and Order ("Order of Attachment," Doc. No. 10) for the purpose of completing an inventory of the property;
2. Defendant School Supply Connection shall promptly notify the Court and opposing counsel once the inventory is complete; and
3. Once Defendant School Supply Connection notifies the Court and opposing counsel that the inventory is complete, Defendant's temporary access to the property will end, and the Court's Order of Attachment (Doc. No. 10) will remain in effect.

Finally, with respect to the Agreed Motion to Waive Bond (Doc. No. 105), the

Court **ORDERS:**

1. Plaintiff's requirement to file a bond to Defendants is deemed voluntarily waived;

2. The bond that Plaintiff previously posted (*see* Notice of Posting Surety Bond, Doc. No. 54) is exonerated and the Surety is discharged of any existing or potential liability under the bond; and
3. The Court's Order of Attachment (Doc. No. 10) otherwise remains in effect until further order of the Court.

**IT IS SO ORDERED.**

*s/ Caroline H. Gentry*  
Caroline H. Gentry  
United States Magistrate Judge